

**United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL**

Advice Memorandum

DATE: January 29, 1996

TO : Ralph R. Tremain, Regional Director
Region 14

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: Laborers' International Union of North America, Local 100
(Illinois-American Water Company
Case 14-CB-8529

536-2554-3100
548-6050-6727-7500

This Section 8(b)(1)(A) and (2) case was submitted for advice because it raises questions about the legality of the Union's actions in light of its failure to give a Beck¹ notice before seeking an employee's discharge.

We reach the following conclusions, in agreement with the Region:

1. The Union violated Section 8(b)(1)(A) by failing to give the Charging Party and other employees who had not joined the Union notice of their right to become objectors and to pay only for the Union's representational activities and then to receive a disclosure concerning the representational and nonrepresentational nature of the Union's expenditures.²

2. Because the Union did not give the above Beck notice and does not otherwise appear to have any Beck system in place, the Union may not collect any dues or fees from nonmembers.³ Therefore, the Union violated Section

¹ CWA v. Beck, 487 U.S. 735 (1988).

² See GC Memorandum 88-14, "Guidelines Concerning CWA v. Beck," November 15, 1988, at p. 3.

³ Transport Workers of America, Local 526 (Johnson Controls World Services) et al., Case 10-CB-5932 et al., Advice Memorandum dated October 6, 1992, at pp. 9-10 and Advice

8(b)(1)(A) by attempting to collect such dues or fees from nonmembers.

3. Not having made any effort to provide a Beck notice or otherwise comply with Beck, and therefore not entitled to collect dues and fees from nonmembers, the Union violated Section 8(b)(2) by seeking the Charging Party's discharge because he had not paid any dues or fees to the Union during the period when he was a nonmember even though the Union made its discharge demand after the Charging Party had become a member.⁴ In this regard, we note that the Union's discharge demand relied on the Charging Party's failure to pay dues or fees before he became a member.

B.J.K.

Memoranda cited therein; UFCW Local 951 (Meijer, Inc.), Case GR-7-CB-7711, Advice Memorandum dated February 23, 1989, at p. 7. By contrast, where a union has established a Beck system, even one which is unlawful in some respects, and where the union's effort appears to be in good faith, the union may charge for representational costs. See IAM and Locals 1916 and 78 (G.E. Medical Systems), Case 30-CB-2418 et al., Advice Memorandum dated May 11, 1990, at p. 3.

⁴ See United Food and Commercial Workers Local 555, Cases 36-CB-1984 et al., Advice Memorandum dated June 26, 1995; CWA, AFL-CIO District Council 13 and United Telephone Workers of Delaware, CWA, Local 13101 (The Diamond State Telephone Co.), Case 4-CB-5386, General Counsel's Appeal Minute dated October 6, 1989.